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AMERICAN FAMILY MUTUAL INSURANCE

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

ERICK SANCHEZ, individually; TANIA
SANCHEZ, individually,

Plaintiffs,

vs.

AMERICAN FAMILY MUTUAL
INSURANCE COMPANY, a Wisconsin
Corporation, DOES I through X,
inclusive, and ROE BUSINESS
ENTITIES I through X inclusive,

Defendants.

Case No. 2:11-cv-01507-KJD NJK

**CONFIDENTIALITY
AGREEMENT & PROTECTIVE
ORDER**

as amended
(paragraph E)

Upon stipulation of the parties, it is hereby ORDERED that all documents and other materials produced by Defendant, AMERICAN FAMILY MUTUAL INSURANCE. (hereinafter sometimes referred to as "American Family") voluntarily, or by Order of the Court, have been, and will be produced under the following conditions.

I.

A. The parties recognize that discovery in this matter may call for the production of materials containing confidential and proprietary business, technical and other commercially sensitive information and that the producing party has a protected proprietary and property interest in those materials.

1 B. If American Family has a good faith factual and legal basis for asserting
2 a privilege or exemption from public disclosure, American Family may designate as
3 "CONFIDENTIAL" the portion of any produced material it considers subject to its
4 claim of privilege or exemption in accordance with Section E., below, and relying
5 upon the terms of this Order in producing said information. Such
6 "CONFIDENTIAL" designation shall make the designated portions of those
7 produced materials and all copies, prints, summaries, translations, or other
8 reproductions of such material subject to the Agreed Protective Order.

9 C. Absent a further Order of the Court, those documents marked as
10 "CONFIDENTIAL" shall not be used for any purpose other than the prosecution or
11 defense of this captioned action, and shall not be shown, disseminated or disclosed in
12 any manner to anyone outside of this litigation without the prior written agreement of
13 the producing party or Order of the Court after due notice to the producing party.

14 D. The parties agree that the all documents marked "CONFIDENTIAL"
15 and all copies made of the documents are returned to American Family within 45
16 days after end of the litigation;

17 E.
18 See order issued concurrently herewith regarding motions to seal.
19

20 F. All parties who are given copies of the documents execute an agreement
21 allow enforcement of the confidentiality agreement. A copy of this agreement is
22 attached as **Exhibit "A"**.

23 G. The confidentiality order is subject to a "Clawback" provision to
24 expedite and facilitate the production of electronic and hard copy data, information
25 and documents, and to protect against inadvertent disclosure of privileged documents
26 or material. The inadvertent disclosure or production of any information or
27 document that is subject to an objection on the basis of privilege, including but not
28 limited to information or documents that may be considered Confidential

Information will not be deemed to waive a party's claim to its privileged nature or estop that party or the privilege holder from designating the information or document as privileged at a later date. Upon receiving such a request as to specific information or documents, the receiving party shall return the information or documents to the producing party within five (5) business days, regardless of whether the receiving party agrees with the claim of privilege. Disclosure of the information or document by the other party prior to such later designation shall not be deemed a violation of this agreement. This Clawback Provision shall be governed by Federal Rule of Evidence 502(d).

H. At the conclusion of this lawsuit, the Court shall retain jurisdiction of this lawsuit for the enforcement of this Agreed Protective Order.

This Protective Order is agreed to by and between the parties.

BREMER WHYTE BROWN & O'MEARA, LLP

By: 

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PRINCE & KEATING, LLP

/s/ Dennis Prince

By: _____

Dennis Prince, Esq.
Nevada Bar No. 5092
Michael C. Kane, Esq.
Nevada Bar No. 10096
Attorneys for Plaintiffs,
Erick & Tania Sanchez

IT IS SO ORDERED.



United States Magistrate Judge

EXHIBIT "A"**LIMITED SPECIAL APPEARANCE AND AGREEMENTS FOR
ACCESS OF CONFIDENTIAL DOCUMENTS**

I hereby acknowledge and affirm that I have read the terms and conditions of the Agreed Protective Order agreed to by the parties in the above-captioned case dated _____. I understand the terms of said Agreed Protective Order as a condition to being provided access to the Confidential Documents furnished by the parties in this action.

I recognize that all civil remedies for the breach of this Agreement are specifically reserved by the producing parties in this action and are not waived by the disclosure provided for herein. Further, in the event of the breach of this Agreement, I recognize that the producing parties may pursue all civil remedies available to it as a third-party beneficiary of this Agreement.

Dated: _____

Name

Firm

Address

Telephone

SUBSCRIBED AND SWORN TO BEFORE ME THIS ____ day of _____, 2013.

Notary Public

State of _____

My Commission Expires:

PROOF OF SERVICE

I am employed in the County of Clark, State of Nevada. I am over the age of 18 and not a party to the within action. My business address is 7670 West Lake Mead Boulevard, Suite 225, Las Vegas, NV 89128.

On February 22, 2013, I served the within document(s) described as:

CONFIDENTIALITY AGREEMENT AND PROTECTIVE ORDER

on the interested parties in this action as stated on the attached mailing list.

☒ (BY MAIL) By placing a true copy of the foregoing document(s) in a sealed envelope addressed as set forth on the attached mailing list. I placed each such envelope for collection and mailing following ordinary business practices. I am readily familiar with this Firm's practice for collection and processing of correspondence for mailing. Under that practice, the correspondence would be deposited with the United States Postal Service on that same day, with postage thereon fully prepaid at Las Vegas, Nevada, in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

Executed on February 22, 2013, at Las Vegas, Nevada.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct.

Crystal Williams
(Type or print name)

Crystal Williams
(Signature)

Sanchez v. American Family Mutual Insurance Company

Case No. 2:11-cv-01507-KJD-RJJ

BWB&O CLIENT: American Family Insurance
BWB&O FILE NO.: 1183.726

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